

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Daniel Marino aka Daniel Joseph Marino, III aka  
Dan Marino

Debtor

M&T Bank

Movant

vs.

Daniel Marino aka Daniel Joseph Marino, III aka  
Dan Marino

Debtor

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 12-20492 ELF

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is **\$1,277.48**, which breaks down as follows;

Post-Petition Payments:	May 18, 2016 through August 18, 2016 at \$319.37 each
<b>Total Post-Petition Arrears</b>	<b>\$1,277.48</b>

2. Debtor shall cure said arrearages in the following manner;
  - a). Debtor shall tender **\$600.00** within seven (7) days of this stipulation;
  - b). Beginning September 2016 and continuing through February 2017 , until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$319.37** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$112.91** towards the arrearages on or before the last day of each month;

**M&T Bank  
P.O. Box 1288  
Buffalo, NY 14240-1288**

- c). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.


Date: August 26, 2016

By: /s/ Joshua I. Goldman, Esquire  
Joshua I. Goldman, Esquire  
Thomas Puleo, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: 9-6-16

  
Michael A. Latzes Esq.  
Attorney for Debtor

Date: 9-6-16

  
Daniel Marino aka Daniel Joseph Marino, III  
aka Dan Marino

Approved by the Court this 15th day of September, 2016. However, the court retains discretion regarding entry of any further order.

  
**ERIC L. FRANK**  
**CHIEF U.S. BANKRUPTCY JUDGE**